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AF/2876

PTO/SB/122 (06-03)

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Address to:
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P.O. Box 1450
Alexandria, VA 22313-1450.

Application Number	09/399,415
Filing Date	September 20, 1999
First Named Inventor	Steven Gonzalo
Art Unit	2876
Examiner Name	Daniel St Cyr
Attorney Docket Number	none

Please change the Correspondence Address for the above-identified patent application to:

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I am the:

- ☒ Applicant/Inventor
- ☐ Assignee of record of the entire interest.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).
- ☐ Attorney or Agent of record. Registration Number _____
- ☐ Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number _____

Typed or Printed Name Steven M Gonzalo

Signature *Steven Gonzalo*

Date 10/15/03

Telephone 815-433-9533

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ *Total of 3 forms are submitted.

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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☐ Applicant/Inventor☒ Assignee of record of the entire interest.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).☐ Attorney or Agent of record. Registration Number _____☐ Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number _____Typed or Printed
Name Kurt StevensonSignature Kurt R. StevensonDate 10/31/03Telephone 815 431 2723

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: UnionData

Application No./Patent No.: 09/399,415 Filed/Issue Date: September 20, 1999

Entitled: Method and System for Configuring a publicly accessible computer system

_____, a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

10/31/2003
Date
815.431.2723
Telephone number

Kurt R. Stevens
Typed or printed name
Kurt R. Stevens
Signature
Vice President & CFO
Title

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This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT OF TECHNOLOGY AGREEMENT

THIS ASSIGNMENT OF TECHNOLOGY AGREEMENT (this "*Agreement*") is made and entered into effective as of August 29, 2000 by and among UnionBancorp, Inc., a Delaware corporation (the "*Company*"), UnionData Corp., Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("*UnionData*") and Steven M. Gonzalo (the "*Assignor*").

RECITALS

A. Assignor is the president of UnionData and is the inventor and owner of the Technology (as defined below).

B. Assignor desires to assign and transfer to the Company, and the Company desires to accept, all of the rights, title and interest of Assignor in and to the Technology and other related rights for the consideration and on the terms and conditions set forth herein.

C. UnionData acknowledges such right, title and interest of Assignor and agrees with the assignment of the Technology to the Company as provided herein.

TERMS AND CONDITIONS

NOW THEREFORE, the parties hereby agree as follows:

1. Certain Definitions. As used herein, the following terms will have the meanings set forth below:

1.1 Technology. The term "*Technology*" means that certain internet-based email technology currently titled "InternetStation," including, but not limited to the claims set forth in that certain United States Patent Application filed with the U.S. Patent and Trademark Office on June 18, 1999 entitled *Method and System for Configuring a Publicly Accessible Computer System*, as amended (the "*U.S. Application*"), any foreign patent application, and all technology, trade secrets and know-how related thereto.

1.2 Derivative. The term “**Derivative**” means: (i) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements, utilizations, designs, ideas or new versions of the Technology (the “**Technology Derivatives**”); and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

1.3 Intellectual Property Rights. The term “**Intellectual Property Rights**” means, collectively, all worldwide patents, patent applications (including but not limited to the U.S. Application), patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

1.4 Embodiment. The term “**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all or any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.5 Assigned Assets. The term “**Assigned Assets**” refers to the Technology, all Derivatives, all Intellectual Property Rights and all Embodiments, collectively.

1.6 Company-related Entity. The term “**Company-related Entity**” means and includes (a) the Company, (b) any subsidiary or affiliate of the Company and (c) any corporation, limited liability company, joint venture, partnership or other entity to be formed for the purpose of commercially exploiting the Technology and in which the Company or any of its subsidiaries or affiliates has an ownership interest.

1.7 Net Income. The term “**Net Income**” means gross income derived directly from deployment of the Assigned Assets less any related expenses and income tax.

2. **Assignment.** Assignor hereby forever sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor's entire right, title and interest in and to each and all of the Assigned Assets in consideration of the following:

2.1 Assignor shall receive ten percent (10%) of all Net Income derived or realized in any form by any Company-related Entity from any commercial exploitation of the Technology; provided, however, that this Section 2.1 shall not apply to any transfer of stock or other ownership interest (an "Ownership Interest") pursuant to Sections 2.2 or 2.3 below, and the application of this Section 2.1 shall be superceded by such applicable Section. In the event that Assignor receives an Ownership Interest pursuant to Section 2.2 or 2.3 below, this Section 2.1 shall remain applicable to any interest in the Technology retained by the Company to the extent that Sections 2.2 and 2.3 do not apply to such retained interest.

2.2 Assignor shall receive a ten percent (10%) Ownership Interest in any entity formed by the Company for the primary purpose of commercially exploiting the Technology.

2.3 In the event the Company licenses, sells or exchanges the Technology for an Ownership Interest in any entity other than a Company-related Entity, Assignor shall receive ten percent (10%) of such Ownership Interest received by the Company. In the event that Assignor is prohibited from receiving such portion of the Ownership Interest by reason of federal or state securities laws or otherwise, the Company shall hold ten percent (10%) of the Ownership Interest for Assignor in trust until such time as Assignor may legally hold the same. During such time that the Company holds ten percent (10%) of such Ownership Interest for Assignor, Assignor shall be entitled to (a) exercise any voting rights and (b) receive any dividends or other distributions paid with respect to such portion of the Ownership Interest. The Company and Assignor agree to treat Assignor as the owner of such portion of the Ownership Interest for federal and state income tax purposes at all times.

3. **Delivery.** Assignor agrees to deliver all Embodiments of all Assigned Assets to the Company at a location designated by the Company no later than October 30, 2000.

4. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company that Assignor is the sole owner, inventor and/or author of, and that Assignor owns, and can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any of the Assigned Assets. Assignor further represents and warrants to the Company that the Assigned Assets are free of any claims of any prior employer or third party client of Assignor or any school, university or other institution Assignor attended, and that

Assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

5. **Company Representations and Warranties.** The Company represents and warrants to Assignor that any third party contract related to the Technology shall be subject to this Agreement.

6. **Right Of First Refusal.** Before the Technology or any part thereof held by the Company may be sold or otherwise transferred, Assignor will have a right of first refusal to purchase the Technology to be sold or transferred (the "***Offered Technology***") on the terms and conditions set forth in this Section (the "***Right of First Refusal***"); provided, however, that such Right of First Refusal will not apply to any transaction contemplated by Section 2.3 above.

6.1 **Notice of Proposed Transfer.** The Company will deliver to Assignor a written notice (the "***Notice***") stating: (i) the Company's bona fide intention to sell or otherwise transfer the Offered Technology; (ii) the name and address of each proposed purchaser or other transferee (the "***Proposed Transferee***"); (iii) the description of the Offered Technology to be transferred to each Proposed Transferee; (iv) the bona fide cash price or other consideration for which the Company proposes to transfer the Offered Technology (the "***Offered Price***"); and (v) that the Company acknowledges this Notice is an offer to sell the Offered Technology pursuant to Assignor's Right of First Refusal at the Offered Price as provided for in this Agreement.

6.2 **Exercise of Right of First Refusal.** At any time within thirty (30) days after the date of the Notice, Assignor may, by giving written notice to the Company, elect to purchase all the Offered Technology proposed to be transferred to any one or more of the Proposed Transferees named in the Notice, at the purchase price determined in accordance with subsection 6.3 below.

6.3 **Purchase Price.** The purchase price for the Offered Technology purchased under this Section will be the Offered Price, provided that if the Offered Price includes consideration other than cash, then the value of the non-cash consideration, as determined in good faith by the Company's Board of Directors, will conclusively be deemed to be the cash equivalent value of such non-cash consideration.

6.4 **Payment.** Payment of the purchase price for the Offered Technology will be payable, at the option of the Company and/or its assignee(s) (as applicable), by check or by cancellation of all or a portion of any outstanding indebtedness owed by Assignor to the Company (or to such assignee, in the case of a purchase of Offered Technology by such assignee) or by any combination thereof. The purchase price shall be paid without interest within sixty (60) days after the Company's receipt of the Notice

described in Section 6.2 above, or, at the option of the Company and/or its assignee(s), in the manner and at the time(s) set forth in the Notice.

6.5 Company's Right to Transfer. If Assignor has not exercised the Right of First Refusal as provided herein, then the Company may sell or otherwise transfer all such Offered Technology to each Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within one hundred eighty (180) days after the date of the Notice. If the Offered Technology described in the Notice is not transferred to each Proposed Transferee within such one hundred eighty (180) day period, then a new Notice must be given to Assignor, pursuant to which Assignor will again be offered the Right of First Refusal before any Technology held by the Company may be sold or otherwise transferred.

6.6 Exempt Transfers. Notwithstanding anything to the contrary in this Section 6, the following transfers of the Technology will be exempt from the Right of First Refusal: (a) the transfer of the Technology to eKiosk Corporation, a Delaware corporation ("*eKiosk*"), pursuant to that certain Letter of Intent dated as of September 13, 2000 and signed by the Company and eKiosk and any definitive agreement entered into by such parties pursuant thereto (the "*eKiosk Transaction*") and any other transfer contemplated by Section 2.3 above and (b) any transfer of the Technology to any Company-related Entity as contemplated by Section 2.3 above.

6.7 Termination of Right of First Refusal. The Right of First Refusal will terminate as to the Technology as of twelve (12) months from the closing date of the eKiosk Transaction (so long as the Company has no rights to the Technology on such date) or on the closing date of any transfer to which this Section 6 applies.

7. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

8. Indemnity. Assignor will indemnify and hold the Company harmless from and against any loss, damages or expense (including without limitation reasonable attorneys' fees) incurred by the Company in connection with any claim, suit or other proceeding in which a third party asserts any claim to any right, title, license or other interest in or to any Assigned Asset, any claim that any Assigned Asset infringes any

patent, copyright, trade secret or other intellectual property right of such third party, or that, if true, would be inconsistent with any representation made by Assignor in Section 4 above (collectively, a "**Claim**").

Should the eKiosk Transaction be consummated (the "**Closing**"), the indemnification and agreement to hold the Company harmless provided herein shall relate solely to any Claim arising out of the ownership, use or exploitation of the Assigned Assets by the Company prior to the Closing.

Further, the representations and warranties of Assignor contained in this Agreement shall survive the Closing for a period of twelve (12) months thereafter (the "Survival Date"). If notice of one or more claims subject to indemnification is given on or before the Survival Date, the indemnification right hereunder shall survive until all such claims have been finally resolved and all indemnification rights have been satisfied.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

11. **Entire Agreement.** This Agreement and any documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

12. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

13. **Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) at the time of transmission by facsimile, addressed to the other party at its facsimile number specified herein (or hereafter modified by subsequent notice to the parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile; (iii) one (1) business day after deposit with an

express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iv) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries.

All notices for delivery outside the United States will be sent by facsimile or by express courier. All notices not delivered personally or by facsimile will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address or facsimile number set forth below the signature lines of this Agreement, or at such other address or facsimile number as such other party may designate by one of the indicated means of notice herein to the other parties hereto. Notices by facsimile shall be machine verified as received.

14. Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

15. Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

16. Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

17. Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same

effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date and year first above written.

COMPANY:

ASSIGNOR:

UNIONBANCORP, INC.

By: Charles J. Grako
Charles J. Grako
President and CEO

By: Steven M. Gonzalo
Steven M. Gonzalo

Address: 321 W. Main Street
Ottawa, Illinois 61350

Address: c/o Union Data Corporation
201 East Main Street
Streator, Illinois 61364

Fax Number: (815) 431-0685

Fax Number: (815) 673-4407

UNIONDATA:

UNIONDATA CORP. INC.

By: Steven M. Gonzalo
Steven M. Gonzalo
President

Address: 201 East Main Street
Streator, Illinois 61364

Fax Number: (815) 673-4407